

BILL NO. S-90-08- 24

SPECIAL ORDINANCE NO. S-216-90

AN ORDINANCE approving
Contract NO. 6168-90, WEST
STATE BOULEVARD RAILROAD
STRUCTURE between MARTIN
ENTERPRISES and the City of
Fort Wayne, Indiana, in
connection with the Board of
Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. That the Contract NO. 6168-90, WEST
STATE BOULEVARD RAILROAD STRUCTURE by and between MARTIN
ENTERPRISES and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety, is
hereby ratified, and affirmed and approved in all respects,
respectfully for:

improvement of West State
Boulevard by removing the
railroad structure and hand
rail and constructing a fence;

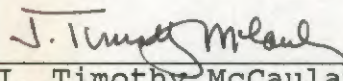
involving a total cost of Nineteen Thousand Four Hundred
Ninety-Nine and 99/100 Dollars (\$19,499.99).

SECTION 2. Prior Approval has been requested from
Common Council on August 7, 1990. Two copies of said
Contract are on file with the Office of the City Clerk and
made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full
force and effect from and after its passage and any and all
necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

CONTRACT NO. 6168-90
WEST STATE BOULEVARD RAILROAD STRUCTURE

BOARD ORDER NO. 147-89

WORK ORDER NO. 10,771

THIS CONTRACT made and entered into in triplicate this 8th day of August, 1990, by and between Martin Enterprises, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Improvement of West State Boulevard by removing the railroad structure and hand rail and constructing a fence.

all according to Resolution No. 6168-90, the bidding documents and the applicable plans, specifications and drawings, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$19,499.99. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after

completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also requires of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 6168-90.
- b. Instructions to Bidders for Resolution No. 6168-90.
- c. Contractor's Proposal Dated 7-18-90.
- d. Ft. Wayne Street Engineering Drawings accompanying bid packet for Resolution No. 6168-90.
- e. Supplemental Specifications accompanying bid packet for Resolution No. 6168-90.
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. _____
- n. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Tim Martin

Tim Martin, President

BY: Gerald E. Martin

Gerald E. Martin, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Paul Helmke

Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

Charles E. Layton
Charles E. Layton
Director of Public Works

Michael McAlexander
Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Douglas M. Lehman
Director of Administration &
Finance

ATTEST:

Patricia J. Crick
Patricia Crick, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this
3RD day of AUG., 1990, personally appeared the
within named TIM MARTIN & GERALD M. ARTIN, who, being by me first
duly sworn upon their oaths, say that they are the
PRESIDENT SECRETARY of Martin Enterprises, and
as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of Martin
Enterprises for the uses and purposes therein set forth.


NOTARY PUBLIC

CHARLES KENNERK

(Type or print name of notary)

MY COMMISSION EXPIRES: 12-2-93

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State,
this 10th day of Aug, 1990, personally
appeared the within named Paul Helmke, Mayor of the City of Fort
Wayne; Charles E. Layton, Michael McAlexander and Douglas M.
Lehman, members of the Board of Public Works and Safety, City of
Fort Wayne, Indiana; and Patricia J. Crick, Clerk of the Board of
Public Works and Safety, City of Fort Wayne, Indiana, to me
personally known, who being by me duly sworn said that they are
respectively the Mayor of the City of Fort Wayne, the Members and
Clerk of the Board of Public Works and Safety of the City of Fort
Wayne, Indiana, and that they signed said instrument on behalf of
the City of Fort Wayne, Indiana, with full authority so to do and
acknowledged said instrument to be the voluntary act and deed of
said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my
official seal.

CAROLYN S. ESCHMANN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA NOTARY ASSOC.

Carolyn S. Eschmann
NOTARY PUBLIC

Type or Print Name of Notary

My Commission Expires: _____

Approved by the Common Council of the City of Fort Wayne on
day of _____, 19____.

Special Ordinance No. _____.

CERTIFICATE OF INSURANCE

DATE: 03/15/90

PRODUCER

Stewart, Brimmer & Co. Inc.
P.O. Box 5577
Fort Wayne, IN 46895

(219) 482-6900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY A Cincinnati Insurance Company
LETTER

COMPANY B
LETTER

COMPANY C
LETTER

COMPANY D
LETTER

COMPANY E
LETTER

INSURED

MERGY CONSTRUCTION INC
2235 Butler Road
Fort Wayne, IN 46808

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMITS IN 1000'S EACH OCCURR.	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMP. OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/>	47-66-83	03/21/90	03/21/91	BODILY INJURY \$ PROPERTY DAMAGE \$ BI & PD COMBINED \$ 500	\$ \$ \$ 500
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS) <input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN) (PRIV. PASS) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>	47-66-83	03/21/90	03/21/91	BOD INJ. (PERSON) \$ BOD INJ. ACCIDENT \$ PROPERTY DAMAGE \$ BI & PD COMBINED \$ 500	\$ \$ \$ \$ 500
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA	CCC-253-14-85	03/21/90	03/21/91	BI & PD COMBINED \$	1000 \$ 1000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC-2290137-03	03/21/90	03/21/91	STATUTORY \$ 100 (EACH ACCIDENT) \$ 500 (DISEASE-POLICY) \$ 100 (DISEASE-EA EMP)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE
ONE MAIN STREET, ROOM 350
FORT WAYNE IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephen E. Stewart

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Mergy Construction, Inc.(Here insert the name and address or legal title of the Contractor)
2235 Butler Road, Fort Wayne, Indiana 46808as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner,in the amount of Thirty thousand one hundred ninety-six and 25/100Dollars (\$ 30,196.25), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.WHEREAS, Contractor has by written agreement dated July 25 19 90, entered into a contract with Owner for Resolution #6170-90, Neighborhood Commercial Capitol Improvements, Package 3

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 25th day of July A.D. 19 90

In the presence of:

Norma E. PikeMergy Construction, Inc. (SEAL)

Principal

By: [Signature]

President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diano L. SmithBy: [Signature]

Attorney-in-Fact

Title

(SEAL)

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That Mergy Construction, Inc.

(Here insert the name and address or legal title of the Contractor)

2235 Butler Road, Fort Wayne, Indiana 46808

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Thirty thousand one hundred ninety-six and 25/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 30,196.25), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated July 25 1990, entered into a contract with Owner for Resolution #6170-90, Neighborhood Commercial Capitol Improvements, Package 3

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 25th day of July A.D. 1990

In the presence of:

Norma E. P. [Signature]

Mergy Construction, Inc.

(SEAL)

Principal

By: [Signature]

President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diana L. Smith [Signature]

By: [Signature]

Attorney-in-Fact

Title

(SEAL)

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Annexation (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 8-28-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO				<u>✓</u>

DATED: 9-11-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-216-90 on the 11th day of September, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 1990 at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of September, 1990, at the hour of 3:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-90-08-24

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GIAQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract NO.
6168-90, WEST STATE BOULEVARD RAILROAD STRUCTURE between MARTIN
ENTERPRISES and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 9-11-90

Sandra E. Kennedy
City Clerk

TITLE OF ORDINANCE: Contract No. 6168-90, West State Boulevard
Railroad Structure (COIT & CONRAIL)

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works and Safety

SYNOPSIS OF ORDINANCE: The Contract No. 6168-90, West State
Boulevard Railroad Structure, is for improvement of West State
Boulevard by removing the railroad structure and hand rail and
constructing a fence.

PRIOR APPROVAL RECEIVED ON 8/7/90

EFFECT OF PASSAGE: Improvement of West State as stated above

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$19,499.99

ASSIGNED TO COMMITTEE;

D-50-08-24



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

August 29, 1990

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the dates of
September 1 & September 8, 1990, in both the News Sentinel
and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. A-90-08-23
Appropriation Ordinance

Please send us 6 copies of the Publisher's Affidavit from
both newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

NOTICE TO TAXPAYERS OF
ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 11th day of September, 19 90, at 7:00 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

BILL NO. A-90-08-23

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WHEREAS, an emergency exists for the appropriation of additional monies to the 1990 budgets of various departments to provide sufficient operating funds for the remainder of 1990;

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WHEREAS, adequate funds exist in the unappropriated and unobligated balance of the funds specified and in the appropriations of certain departments as specified; and

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WHEREAS, such appropriations and transfers have been recommended by the City Controller.

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NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

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SECTION 1. That there is hereby appropriated to the 1990 budget accounts of the various departments listed below, the following amounts, respectively, to-wit:

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<u>DEPARTMENT</u>	<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>LOCAL ROAD, STREETS FUND (138)</u>			
<u>TRANSP' PROJECTS (972)</u>	4431	Construction-Roads	\$992,140

26

PROJECTS NAMELY TO BE AS FOLLOWS:

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0005 St. Joe Rd. Constr. Engr and Change Orders	\$108,640
0006 Crescent Ave Local Share & Constr. Engr.	375,000
0016 Lake Ave. Prelim' Engr'	86,000
0048 Washington Ctr Rd Prelim Engr & Right of Way	200,000
0050 Lake Ave-Northhill	150,000
0051 Ardmore/Covington Intersec', Prelim Engr'	37,500
0052 Maplecrest Rd Prelim' Engr'	35,000

TOTAL PROJECTS \$992,140

	DEPARTMENT	NO.	DESCRIPTION	AMOUNT
2				
3	GENERAL FUND (010)			
4	TRANSP. OFFC.		PERSONAL SERVICES	
	(028)			
5		4111	Salaries & Wages, Reg	\$ 16,310
6		4112	Supervisory/Adm. Salar	33,261
		4115	Parttime, Temp & Season	7,280
7		412B	Non-Chargeable Paid Hrs	520
		4121	Vacation Pay	5,484
8		4122	Holiday Pay	3,575
		4123	Sick Pay	3,347
9		4126	Educational Incentive	200
		4131	PERF	2,969
10		4131	FICA	5,338
		4134	Life & Health Insurance	4,000
11		4136	Unemployment Compensation	104
		4137	Workmans Comp Insurance	2,830
12				
13			<u>TOTAL PERSONAL SERVICES</u>	\$ 85,219
14			SUPPLIES & MATERIALS	
15		4212	Stationery & Printed Forms	500
16		4219	Other Office Supplies	1,000
		4231	Gasoline	1,000
17		4233	Oil	20
		4234	Tires & Tubes	200
18		4239	Other Garage & Motor Supp	400
		4263	Other Equipment Repair Pts	100
19		4299	Other Material & Supplies	1,000
20			<u>TOTAL SUPPLIES & MATERIALS</u>	\$ 4,220
21			OTHER SERVICES & CHARGES	
22		431K	Seminar Fees	400
		4313	Personnel Services	1,000
23		4317	Instructional Services	100
		4322	Postage	200
24		4323	Telephone & Telegraph	2,500
		4324	Travel Expenses	1,500
25		4331	Printing Other Than Office Supplies	1,000
26		4333	Photography & Blueprntg	1,500
		4342	Liability Insurance	1,040
27		4345	Auto Liability Insurance	625
		4363	Contracted Other Equipment Repair	300
28		4374	Other Equipment Rental	400
29		439B	Master Lease	7,338
		4391	Subscriptions & Dues	50
30		4399	Other Services & Charges	100
31				
32			<u>TOTAL OTHER SERVICES & CHARGES</u>	\$18,053
			<u>GRAND TOTAL</u>	<u>\$107,492</u>

SECTION 2. That the following accounts of the various departments or funds listed below are hereby reduced in the following amounts respectively, to wit:

	DEPARTMENT	ACCOUNT NO.	DESCRIPTION	AMOUNT
1				
2				
3	LOCAL, ROAD, STREETS	128	Unobligated Balance	\$992,140
4				
5	GENERAL FUND	010	Unobligated Balance	\$107,492
6				

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days at the County

EMERGENCY APPROPRIATION ORDINANCE

WHEREAS, certain extraordinary emergencies have developed since the adoption of the existing annual budget, so that it is now necessary to appropriate more money than was appropriated in the annual budget; now therefore, to meet such extraordinary emergencies:

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana, that for the expenses of said municipal corporation the following additional sums of money are hereby appropriated and ordered set a part out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same:

A-03-90 AMOUNT REQUESTED AMOUNT APPROPRIATED
BILL NO. A-90-08-23 \$ _____

See attached ordinance

AUDITOR'S OFFICE

FILED
SEP 19 1990

Judith K. Bloom
AUDITOR OF ALLEN COUNTY

A-03-90
BILL NO. A-90-08-23 \$ _____

See attached ordinance

ADOPTED 11th DAY OF September 19 90

AYES

NAYS

Janet G. Bradbury JANET G. BRADBURY _____

Cletus R. Edmonds PAUL M. BURNS _____

Cletus R. Edmonds CLETUS R. EDMONDS _____

_____ MARK E. GIAQUINTA *absent* _____

Thomas C. Henry THOMAS C. HENRY _____

David C. Long DAVID C. LONG _____

Charles B. Redd CHARLES B. REDD _____

Donald J. Schmidt DONALD J. SCHMIDT _____

_____ SAMUEL J. TALARICO *absent* _____

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

AN ORDINANCE appropriating monies into depleted accounts for the 1990 Budgets of various funds and departments of the City, reducing the unappropriated and unobligated balance of the particular fund involved as required to meet obligations for the remainder of 1990.

WHEREAS, an emergency exists for the appropriation of additional monies to the 1990 budgets of various departments to provide sufficient operating funds for the remainder of 1990;

WHEREAS, adequate funds exist in the unappropriated and unobligated balance of the funds specified and in the appropriations of certain departments as specified; and

WHEREAS, such appropriations and transfers have been recommended by the City Controller.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That there is hereby appropriated to the 1990 budget accounts of the various departments listed below, the following amounts, respectively, to-wit:

<u>DEPARTMENT</u>	<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>LOCAL ROAD, STREETS FUND (138)</u>			
<u>TRANSP' PROJECTS</u> (972)	4431	Construction- Roads	\$992,140

PROJECTS NAMELY TO BE AS FOLLOWS:

0005 St. Joe Rd. Constr. Engr and Change Orders	\$108,640
0006 Crescent Ave Local Share & Constr. Engr.	375,000
0016 Lake Ave. Prelim' Engr'	86,000
0048 Washington Ctr Rd Prelim Engr & Right of Way	200,000
0050 Lake Ave-Northhill	150,000
0051 Ardmore/Covington Intersec', Prelim Engr'	37,500
0052 Maplecrest Rd Prelim' Engr'	35,000

TOTAL PROJECTS	\$992,140
----------------	-----------

DEPARTMENT	ACCOUNT NO.	DESCRIPTION	AMOUNT
GENERAL FUND (010)			
TRANSP. OFFC. (028)		PERSONAL SERVICES	
	4111	Salaries & Wages, Reg	\$ 16,310
	4112	Supervisory/Adm. Salar	33,261
	4115	Parttime, Temp & Season	7,280
	412B	Non-Chargeable Paid Hrs	520
	4121	Vacation Pay	5,484
	4122	Holiday Pay	3,576
	4123	Sick Pay	3,347
	4126	Educational Incentive	200
	4131	PERF	2,969
	4131	FICA	5,338
	4134	Life & Health Insurance	4,000
	4136	Unemployment Compensation	104
	4137	Workmans Comp Insurance	2,830
		<u>TOTAL PERSONAL SERVICES</u>	<u>\$ 85,219</u>
		SUPPLIES & MATERIALS	
	4212	Stationery & Printed Forms	500
	4219	Other Office Supplies	1,000
	4231	Gasoline	1,000
	4233	Oil	20
	4234	Tires & Tubes	200
	4239	Other Garage & Motor Supp	400
	4263	Other Equipment Repair Pts	100
	4299	Other Material & Supplies	1,000
		<u>TOTAL SUPPLIES & MATERIALS</u>	<u>\$ 4,220</u>
		OTHER SERVICES & CHARGES	
	431K	Seminar Fees	400
	4313	Personnel Services	1,000
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	4322	Postage	200
	4323	Telephone & Telegraph	2,500
	4324	Travel Expenses	1,500
	4331	Printing Other Than Office Supplies	1,000
	4333	Photography & Blueprntg	1,500
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	4345	Auto Liability Insurance	625
	4363	Contracted Other Equipment Repair	300
	4374	Other Equipment Rental	400
	439B	Master Lease	7,338
	4391	Subscriptions & Dues	50
	4399	Other Services & Charges	100
		<u>TOTAL OTHER SERVICES & CHARGES</u>	<u>\$18,053</u>
		<u>GRAND TOTAL</u>	<u>\$107,492</u>

SECTION 2. That the following accounts of the various departments or funds listed below are hereby reduced

in the following amounts respectively, to wit:

<u>DEPARTMENT</u>	<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>LOCAL, ROAD, STREETS</u>	128	Unobligated Balance	\$992,140
<u>GENERAL FUND</u>	010	Unobligated Balance	\$107,492

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines
Head -- number of lines
Body -- number of lines
Tail -- number of lines
Total number of lines in notice

COMPUTATION OF CHARGES

115 lines, 1 columns wide equals 115 equivalent lines
at .495 cents per line \$ 56.93
Additional charge for notices containing rule or tabular work (50 percent of above amount)
Charge for extra proofs of publication (\$1.00 for each proof in excess of two) 4.00
TOTAL AMOUNT OF CLAIM \$ 60.93

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 2
Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,
I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.
Date: September 8, 19 90 Title: Clerk

Salad Bar and Dessert Bar
Mexican and American
Featuring dishes prepared specially array of A various
All You Can Eat Sunday Buffet
11 A.M. - 3 P.M.
BUFFET

PUBLISHER'S AFFIDAVIT

State of Indiana)
) ss:
Allen County)
Personally appeared before me, a notary public in and for said county and state, the undersigned Nicole Allred who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for two time(s), the dates of publication being as follows:
9/1, 8/90
Subscribed and sworn to before me this 8th day of September, 19 90.
Notary Public Whitley County, IN
SHELLEY R. LARUE
My commission expires: March 3, 1994

Form Prescribed by State Board of Accounts
Fort Wayne Common Council
(Governmental Unit)
Allen County, Indiana

General Form No. 99P (Revised 1987)
To: The Journal-Gazette Dr.
P.O. Box 100
Fort Wayne, IN

PUBLISHER'S CLAIM

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TOTAL AMOUNT OF CLAIM

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Tail -- number of lines

Total number of lines in notice

NOTICE TO TAXPAYERS OF
ADDITIONAL APPROPRIATIONS
Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 11th day of September, 1990, at 7:00 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time. BILL NO. A-90-08-23

WHEREAS, an emergency exists for the appropriation of additional monies to the 1990 budgets of various departments to provide sufficient operating funds for the remainder of 1990;

WHEREAS, adequate funds exist in the unappropriated and unobligated balance of the funds specified and in the appropriations of certain departments as specified; and

WHEREAS, such appropriations and transfers have been recommended by the City Controller.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That there is hereby appropriated to the 1990 budget accounts of the various departments listed below, the following amounts, respectively, to-wit:

DEPARTMENT: LOCAL ROAD, STREETS AND ACCOUNT NO. 138; TRANSP. PROJECTS; 972; 4431; DESCRIPTION: Construction-Roads; AMOUNT \$992,140;

PROJECTS NAMELY TO BE AS FOLLOWS:

0005 St. Joe Rd. Constr. Engr and Change Orders \$108,640

0006 Crescent Ave Local Share & Constr. Engr. 75,000

0016 Lake Ave. Prelim' Engr' 86,000

0048 Washington Ctr Rd Prelim Engr & Right of Way 200,000

0050 Lake Ave-Northhill 150,000

0051 Ardmore/Covington Intersec', Prelim Engr' 7,500

0052 Maplecrest Rd Prelim' Engr' 35,000

TOTAL PROJECTS \$992,140

DEPARTMENT: GENERAL FUND (110); ACCOUNT NO.; DESCRIPTION TRANSP. OFF. (028); AMOUNT:

PERSONAL SERVICES

111 Salaries & Wages, Reg \$16,310

4112 Supervisory /Adm. Salar 33,261

4115 Partime, Temp & Season \$7,280

412B Non-Chargeable Paid Hrs 520

4121 Vacation Pay 5,484

4122 Holiday Pay 3,576

4123 Sick Pay 3,347

4126 Educational Incentive 200

4131 PERF 2,969

4134 Life & Health Insurance 4,000

4136 Unemployment Compensation 104

4137 Workmans Comp Insurance 2,830

TOTAL PERSONAL SERVICES \$85,219

SUPPLIES & MATERIALS

212 Stationery & Printed Forms 500

4219 Other Office Supplies 1,000

4231 Gasoline 1,000

4233 Oil 20

4234 Tires & Tubes 200

4239 Other Garage & Motor Supp 400

4263 Other Equipment Repairs Pts 100

4299 Other Material & Supplies 1,000

TOTAL SUPPLIES & MATERIALS \$4,220

OTHER SERVICE & CHARGES

31K Seminar Fees 400

4313 Personnel Services 1,000

4317 Instructional Services 100

4322 Postage 200

4323 Telephone & Telegraph 2,500

4324 Travel Expenses 1,500

4331 Printing Other Than Office Supplies 1,000

4333 Photography & Blueprntg 1,500

4342 Liability Insurance 1,040

4345 Auto Liability Insurance 625

4363 Contracted Other Equipment Repair 300

4374 Other Equipment Rental 400

439B Master Lease 7,338

4391 Subscriptions & Dues 50

4399 Other Services & Charges 100

TOTAL OTHER SERVICES & CHARGES 8,053

GRAND TOTAL \$107,492

SECTION 2. That the following accounts of the various departments of funds listed below are hereby audited in the following amounts respectively, to-wit:

DEPARTMENT: ACCOUNT NO. DESCRIPTION: AMOUNT:

LOCAL, ROAD, STREETS; 128; Unobligated Balance \$992,140

GENERAL FUND; 010 Unobligated Balance 07,492

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which commission will hold a further hearing within fifteen days at the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing will be held.

SANDRA E. KENNEDY, CITY CLERK

Columns wide equals 115 equivalent lines

\$ 56.93

containing rule or tabular work

publication (\$1.00 for each proof in excess of two)

\$ 4.00

IM

\$ 60.93

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ems

and penalties of Chapter 155, Acts 1953,

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allowing all just credits, and that no part of the

Nicole Allred

19 90 Title: Clerk

PUBLISHER'S AFFIDAVIT

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) ss:
Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Nicole Allred who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for two time (s) , the dates of publication being as follows:
9/1, 8/90

Nicole Allred

Subscribed and sworn to before me this 8th day of September, 19 90.

Shelley R. Larue

Notary Public Whitley County, IN

SHELLEY R. LARUE

My commission expires: March 3, 1994

Fort Wayne Common Council
(Governmental Unit)

To: The Journal-Gazette Dr.
P.O. Box 100
Fort Wayne, IN

Allen County, Indiana

PUBLISHER'S CLAIM

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WHEREAS, an emergency exists for the appropriation of additional monies to the 1990 budgets of various departments to provide sufficient operating funds for the remainder of 1990;
WHEREAS, adequate funds exist in the unappropriated and unobligated balance of the funds specified and in the appropriations of certain departments as specified; and
WHEREAS, such appropriations and transfers have been recommended by the City Controller.
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:
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0005 St. Joe Rd. Constr. Engr and Change Orders \$108,640
0006 Crescent Ave Local Share & Constr. Engr. 75,000
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DEPARTMENT: GENERAL FUND (110); ACCOUNT NO.; DESCRIPTION TRANSP. OFF. 128; AMOUNT:
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TOTAL SUPPLIES & MATERIALS \$4,220
OTHER SERVICE & CHARGES
41K Seminar Fees 400
4313 Personnel Services 1,000
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4324 Travel Expenses 1,500
4331 Printing Other Than Office Supplies 1,000
4333 Photography & Blueprinting 1,500
4342 Liability Insurance 1,040
445 Auto Liability Insurance 625
463 Contracted Other Equipment Repair 300
474 Other Equipment Rental 400
49B Master Lease 7,338
491 Subscriptions & Dues 50
499 Other Services & Charges 100
TOTAL OTHER SERVICES & CHARGES 1,053
GRAND TOTAL \$107,492
SECTION 2. That the following accounts of the various departments of funds listed below are hereby used in the following amounts respectively, to
DEPARTMENT: ACCOUNT NO. DESCRIPTION:
LOCAL ROAD, STREETS; 128; Unobligated amount \$992,140
GENERAL FUND; 010 Unobligated Balance 17,492
Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days at the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. Such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor when and where such hearing will be held.
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